

## 41. COLLECTIVE BARGAINING

**“39-31-305 (2) MCA** deals with bargaining in good faith. To be ‘engaged in bargaining has nothing to do with whether it is good or bad faith bargaining. The *Black’s Law* definition of engage is ‘to employ or involve one’s self; to take part in; to embark on’. The act of sending a letter to begin the bargaining process certainly meets the definition of ‘to involve one’s self; to take part in’ or ‘embark on’. The action of opening the contract is akin to filing a lawsuit. Just as you are engaged in a lawsuit when the papers are filed and served so too are you ‘engaged in bargaining’ when you give written notice you desire to negotiate. It is the entire process which the rules refer to, not just the physical act of holding meetings and exchanging proposals.” **UC #3-89**

### 41.132: Type of Bargaining – Coalition – Multi-Union [See also 34.12.]

“The National Labor Relations Board has long held that a multi-bargaining group is only allowed by mutual consent.” **ULP #26-79**

“ ‘Where actual bargaining negotiations based on the existing multi-employer unit have begun, we would not permit, except on mutual consent, an abandonment of the unit upon which each side has committed itself to the other, absent unusual circumstances.’ (...Teamsters Local No. 70 (Granny Goose), Administrative Law Judge’s Decision....)” **ULP #26-79**

“The National Labor Relations Board has consistently held that two or more labor organizations may act jointly as the bargaining representative for a single group of employees.” **DC #2-81**

See also **UD #39-74; DCs #2-75 and #5-75 and DC #5-75 District Court (1979)**

### 41.2: Negotiator

“Section **39-31-301 MCA** sets forth the identities of those responsible for bargaining with the exclusive representative: ‘The chief executive officer of the state, the governing body of a political subdivision, the commissioner of higher education, whether elected or appointed, or the designated authorized representatives shall represent the public employer in collective bargaining with an exclusive representative’,” **UC #4-79**

### 41.21: Negotiator – Choice Of

“The record and the charge [that the Association attempted to force or require the School Board to terminate its selected representative] indicate the existence of a petition calling for the termination of the School Board’s collective bargaining representative. This is a very serious charge under both the

Montana Act and the NLRA. The record fails to demonstrate who initiated and/or circulated and/or presented the petition. Without this evidence, the charge cannot be supported.” **ULP #25-76**

**41.22: Negotiator – Authority [See also 09.11, 11.31, and 72.530.]**

See **ULP #17-77**.

“[T]he [Fire] Chief can negotiate on behalf of the City, but it is the City that has final say over what is negotiated.” **ULP #14-89**.

**41.34: Bargaining Procedure – Reopening**

If something is specifically stated in a collective bargaining agreement, then that topic is closed to further negotiations, and either party can refuse a reopening of the contract on that subject until the time specified for reopening of the contract. **ULP #3-75**

**41.8: Duties of Successor Employer [See also 11.16,46.15,75.582, and 73.471.]**

A joint City-County Library Board replaced the Billings City Library Board and it *is bound* by contract provisions negotiated by the prior board. **ULP #13-75**

See also **ULP #17-77**.